

Casitas Municipal Water District
RECREATION COMMITTEE
Agenda
Brennan/Kaiser
March 8, 2022 – 10:00 a.m.

This meeting will be conducted via teleconference.
To participate or listen to the meeting please call
(888) 788-0099 or (877) 853-5247
Enter Meeting ID: 967 5174 7493#
Passcode: 181130#

1. Roll Call
2. Public comments.
3. Review Casitas Water Adventure Aquatic Play Structure and Regenerative Media Filter System Financing.
4. 2022 Recreation Area Fee Survey and Proposed 2022-2023 Fee Schedule.
5. Commercial Activity Permit and Agreement Fee.
6. Review of Recreation Report for January 2022.
7. Review of Incidents and Comments.

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of ¶54954.2 of the Government Code. If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance (805) 649-2251 ext. 113. (Govt. Code Section 65954.1 and 54954.2(a). Please be advised that members of the Board of Directors of Casitas who are not members of this standing committee may attend the committee meeting referred to above only in the capacity of observers, and may not otherwise take part in the meeting. (Govt. Code Sections 54952.2(c)(6)

**CASITAS MUNICIPAL WATER DISTRICT
Recreation Committee Memo**

DATE: March 4, 2022

TO: Recreation Committee

FROM: Michael Flood, General Manager

SUBJECT: Review Casitas Water Adventure Replacement Play Structure and Regenerative Media Filter System Financing

RECOMMENDATION:

Direct staff to continue to research funding opportunities with the expectation of bringing this item to the Board of Directors in April.

BACKGROUND AND OVERVIEW:

The Casitas Water Adventure began operating the Aquatic Play Structure (APS) in 1998 and expanded in 2003 to include the Lazy River, Lagoon, Splash Pad and Shower House. The CWA provides a safe and sanitary environment to enjoy aquatic recreation to approximately 80,000 guests each summer. The CWA also provides additional revenue to help offset staff costs and operational expenses.

At the February 8, 2022 Recreation Committee Meeting, options for the replacement of the APS and purchase of a Regenerative Media Filter System were reviewed by the Committee.

The Committee requested that staff return with information about the financing of a new APS and Regenerative Media Filtration System.

ANALYSIS:

The cost associated with replacing the existing Aquatic Play Structure (APS) not only includes the purchasing of the APS but also installation and construction costs related to a new wet deck, perimeter pool deck, required demolition, design fees, survey, and associated permits but also the new filtration system. The updated APS will draw/accommodate additional guests and provide a source of increased revenue to sustain the CWA into the future.

For analysis purposes, a full renovation budget of **\$2,200,000.00** will be used.

In-House Financing Analysis:

To calculate the return on investment for a Casitas-provided funding option (i.e. Casitas would fund the project from reserves and secure a similar interest rate from the LCRA to that of its regular investments) the District’s financial advisor at US Bank suggested an annual interest rate of 1.56% which matches the current five-year US Treasury bond yield.

The following amortization schedule shows a payback period of eight years with an annual LCRA payment of \$294,653.55 and a total return to Casitas of \$157,228.39.

Table 1 - Amortization Schedule with an interest rate 1.56% annually for eight years

	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Balance</u>
<u>1</u>	<u>\$294,653.55</u>	<u>\$260,333.55</u>	<u>\$34,320.00</u>	<u>\$1,939,666.45</u>
<u>2</u>	<u>\$294,653.55</u>	<u>\$264,394.75</u>	<u>\$30,258.80</u>	<u>\$1,675,271.70</u>
<u>3</u>	<u>\$294,653.55</u>	<u>\$268,519.31</u>	<u>\$26,134.24</u>	<u>\$1,406,752.39</u>
<u>4</u>	<u>\$294,653.55</u>	<u>\$272,708.21</u>	<u>\$21,945.34</u>	<u>\$1,134,044.18</u>
<u>5</u>	<u>\$294,653.55</u>	<u>\$276,962.46</u>	<u>\$17,691.09</u>	<u>\$857,081.72</u>
<u>6</u>	<u>\$294,653.55</u>	<u>\$281,283.07</u>	<u>\$13,370.47</u>	<u>\$575,798.65</u>
<u>7</u>	<u>\$294,653.55</u>	<u>\$285,671.09</u>	<u>\$8,982.46</u>	<u>\$290,127.56</u>
<u>8</u>	<u>\$294,653.55</u>	<u>\$290,127.56</u>	<u>\$4,525.99</u>	<u>\$0.00</u>
<u>Totals</u>	<u>\$2,357,228.39</u>	<u>\$2,200,000.00</u>	<u>\$157,228.39</u>	

Gross Revenue Projection - 2023:

The following table provides a gross revenue projection that is based on twelve years of CWA operations (2006-2017) with the average occupancy at 70% of maximum. Gross revenues are projected for an entrance fee of \$23 to \$25 per guest.

Table 2 – Gross Revenue Projection - 2023

Operation Days	Occupancy Percentage	\$15 Current Rate	\$23 Projected 2023	\$25 Projected 2023
80	80%	\$1,440,000.00	\$2,208,000.00	\$2,400,000.00
80	70%	\$1,260,000.00	\$1,932,000.00	\$2,100,000.00
80	60%	\$1,080,000.00	1,656,000.00	\$1,800,000.00

This illustrates that the CWA could see a revenue increase in 2023 of approximately \$700,000 to \$900,000 with the addition of the APS along with an assumed 70% occupancy and a pricing increase of \$23 to \$25 per guest.

Net Operational Revenue – Summer Season 2023:

Using an operational timeframe of 80 days, an estimated 2023 CWA operational expense of approximately \$700,000, and an entry price of 23.00 per guest, the following calculation estimates the net revenues of the CWA with the new APS installed before and after deduction of a loan payment.

Table 3 - Net Operational Revenue: 2023 Summer Season

Operating Season	80	Days
Max Daily Occupancy	1500	Guests
Percentage of occupancy	70%	Occupancy
Entrance Fee	\$23.00	per guest
Estimated Gross Revenue	\$1,932,000.00	
Estimated Expense	<\$700,000.00>	
Estimated Net Operational Revenue	\$1,232,000.00	
Annual Loan Payment	<\$294,653.55>	
Net Revenue after Annual Loan Payment	\$937,346.45	

This calculation indicates that the CWA could produce a net surplus of over \$900,000 during the 2023 summer season which would not only cover an assumed eight-year loan payment of approximately \$300,000 but also provide a surplus that could be used to pay back the loan sooner.

Grant Programs:

Casitas staff has not been able to identify a grant program that would be expected to fund these costs but will continue to research the issue.

Staff experience with government grant programs indicates that this funding route would likely require matching funds from Casitas and would push the timeline for installation of the new APS and Regenerative Media Filtration System out beyond the 2023 CWA season.

**CASITAS MUNICIPAL WATER DISTRICT
Recreation Committee Memo**

DATE: 03/4/2022

TO: Recreation Committee

FROM: Michael Flood, General Manager

SUBJECT: 2022 Recreation Area Fee Survey and Proposed 2022-2023 Fee Schedule

RECOMMENDATION

The Committee forward this information to the Board of Directors for further discussion and possible setting of a fee-change hearing.

BACKGROUND AND OVERVIEW

A fee survey was conducted by Lake Casitas Recreation Area (LCRA) Staff for the purpose of evaluating the current market rate for LCRA services, and fees. An informal survey was conducted between the months of January 2022 to February 2022. The information gathered is from similar agencies and although these agencies vary in services, location and amenities, the goal is to stay within the market rate without overpricing.

ANALYSIS

Based on the information gathered, staff identified camping (tent, trailer and RV's), snowbird program, pet fees, Casitas Water Adventure, and the Commercial Activity Permit and Agreement, as areas for consideration of user fee adjustment. Camping is the LCRA's largest revenue source but has the greatest costs associated with operations and maintenance.

Camping and Snowbird fees were last adjusted (increased) in March of 2020. The LCRA is currently at the average with tent camping and slightly above for partial and full service campsites (water, electricity, and sewer) when compared to County and State Parks. However LCRA is below that of private parks with full-service campsites and the equivalent amenities such as a store, café, pool, and proximity to a town, then that of most County and State facilities.

Casitas Water Adventure fees were last increased in March of 2020. The Casitas Water Adventure has high staff costs with hourly rates above minimum wage to maintain quality staff. CWA staff are also involved in activities other than lifeguarding, such as Junior Lifeguards Day Camp and a Water Exercise class.

The LCRA's goal is the ability to provide adequate reserves in order to build a capital improvements fund for future capital projects.

LCRA Staff recommends a user fee increase for camping, snowbirds, and the waterpark. This will offset the rising cost of supplies to maintain both campsites and the CWA's Lazy River facility.

Staff is also modifying campsites to accommodate the typically larger modern RV's and trailers, then that which these sites were established for when RVs were much smaller. This will provide a better camping experience for the LCRA's guests.

Camping Permit Fee Adjustment:

The current campsites are identified as Tent, Basic, Deluxe, and Executive sites. Plans are to also provide Premium sites in the near future. The high demand for Deluxe and Executive sites, which have full amenities (water, electricity and sewer) is growing due to the increased number of RV's and trailers visiting the LCRA. The addition of Premium sites (sites located on ends of camping sites will provide more space and privacy), will accommodate larger RV's and trailers than the current sites.

Staff recommends the following adjustments to Camping permit fees:

1. Tent, Basic, Deluxe, and Executive sites: Approximately 15% increase
2. Pricing of Premium sites: Set a range at 5% above the Executive sites.

Snowbird Fee Adjustment:

The LCRA's Snowbird Program is popular and LCRA Guest Services begins receiving phone calls several months prior to accepting applications about the status and availability of the program. The program runs between October 1st and March 31st.

The LCRA currently has thirty-five campsites reserved for the Snowbird program with approximately fifteen Basic, ten Deluxe, and ten Executive sites. Executive sites are the most popular and Snowbirds will often book a Deluxe site just prior to the start of the program until they can move into an Executive site on December 1 (Note: Executive sites are held back from the program until December 1st to accommodate the Thanksgiving holiday period).

An adjustment to the Snowbird Program pricing will assist with updating campsites and will include sewer pumping of units camping in a Basic or Deluxe site. This will also eliminate campers transporting human waste from their trailer or RV across the park in specialized containers to dump.

Staff recommends the following adjustments to Snowbird fees:

1. Increase of approximately 33% for the Snowbird Program to include the cost of sewer pumping (current cost for sewer pumping is \$20.00).

Casitas Water Adventure Fee Adjustment:

The Casitas Water Adventure is a bonus for campers visiting LCRA and provides an option for cooling off and deters guests from entering the Lake.

The loss of the Aquatic Play Structure (APS) in 2021 will require staff to focus on the Lazy River in order to provide CWA services until a decision is made on replacement of the APS.

Staff is recommending the following for the 2022 Casitas Water Adventure Season:

1. A flat rate of \$15.00 per guest. This will provide guests with the best opportunity to enter the Lazy River in a necessarily limited capacity area.

The CWA fee structure will be revisited when a decision is made on the future of an Aquatic Play Structure.

SUMMARY

Staff recommends adjustments to the LCRA fees as follows:

1. Tent, Basic, Deluxe, and Executive campsites: 15% increase
2. Pricing of Premium campsites: Set at 5% above the Executive sites.
3. Increase of approximately 33% for the Snowbird Program to include the cost of sewer pumping (current cost for sewer pumping is \$20.00).
4. A flat Casitas Water Adventure entry fee of \$15.00 per guest for entrance to one of two four hour sessions on Saturdays and Sundays.

Refer to the table below of the current LCRA user fees, and user fees for consideration.

Lake Casitas Recreation Area User Fees:

	Current		Proposed	
	Everyday	Sat-Sun & Holidays	Everyday	Sat-Sun & Holidays
	Non Season	Easter thru Labor Day	Non Season	Easter thru Labor Day
Motor Vehicle Permits: walk-in and bicycle free				
Per day, per motor vehicle	\$10.00	\$20.00		
Per day, per passenger bus	\$30.00	\$30.00		
Pet Permits:				
Per day, per pet Note: 1 Pet Included with FV Decal	\$2.00	\$2.00	\$3.00	\$3.00
Per night, per pet Note: 1 Pet Included with FV Decal	\$5.00	\$5.00		
Boat Permits:				
Per day, per boat (Subject to Quarantine)	\$15.00	\$15.00		
Per day, per canoe, kayak (Subject to Quarantine)	\$3.00	\$3.00		
Non-Emergency Boat Tow	\$50.00	\$50.00		
Per night, per boat *out of sync with similar fees	\$25.00	\$25.00		
Canoe/Kayak per night, per unit	\$4.00	\$4.00		
Tamper Proof Cable & Lock and Inspection	\$58.00	\$58.00		
Re-inspection (no cable, lock)	\$20.00	\$20.00		
Annual Permits				
Frequent Visitor Annual Decal (includes 1 Pet)	\$150.00	\$150.00		
Additional FV Annual Decal (Same household)	\$70.00	\$70.00		
Annual Boat Permit	\$145.00	\$145.00		
Annual Canoe/Kayak Permit	\$40.00	\$40.00		
Replacement/transfer of Annual Permit	\$5.00	\$5.00		
Picnic Area Reservation	\$175.00	\$175.00		
Casitas Water Adventure				
Single Splash Pass	\$15.00	\$17.00	\$15.00 2022 season	\$15.00 2022 season
Late Day Pass eliminate for 2022 season	\$8.50	\$8.50	N/A	N/A
2 Day Pass eliminate for 2022 season	\$28.00	\$32.00	N/A	N/A
Season Pass weekday only	\$75.00	\$75.00	\$75	\$75
Group Sales 35 minimum weekday only	\$12.00	N/A	\$12 @35	\$12 @35
Reservation Fee	\$10.00	\$10.00	\$10.00 / \$15.00	\$10.00 / \$15.00
Shade Canopy rental must buy at least 10 tickets	\$75.00	\$75.00	\$75	\$75
Camping Permits: Per night, per vehicle, per site. Maximum in all sites - 8 persons				
Tent Sites	\$35.00	\$40.00	\$40.00	\$46.00
Basic sites electric & water only	\$44.00	\$52.00	\$55.00	\$65.00
Deluxe sites, electricity, water, sewer & concrete pad	\$58.00	\$63.00	\$70.00	\$77.00
Executive sites, electricity, water, sewer & concrete pad	\$60.00	\$66.00	\$69.00	\$76.00
Premium Executive and Deluxe sites			\$55 - \$84	\$65 - \$92
Overflow, per unit, per night	\$48.00	\$48.00		
Extra vehicle per night - based on availability	\$14.00	\$20.00		
Late Check-Out / Renewal Fee	\$24.00	\$24.00		
Cancel / Change Reservation Fee, Per Site	\$6.00	\$6.00		

Lake Casitas Recreation Area User Fees:

	Current		Proposed	
	Everyday	Sat-Sun & Holidays	Everyday	Sat-Sun & Holidays
	Non Season	Easter thru Labor Day	Non Season	Easter thru Labor Day
Non-Refundable Reservation Fee, Per Site	\$10.00	\$10.00	\$10.00/\$15.00	\$10.00/\$15.00
Snowbird Off-Season Agreement Contract 60 night minimum				
Snowbird Basic sites electric & water only	\$30.00	N/A	\$40.00 Night includes pumping	N/A
Snowbird Deluxe sites electricity, water & concrete pad	\$35.00	N/A	\$46.00 Night Includes pumping	N/A
Snowbird Executive sites electricity, water, sewer, & concrete pad	\$40.00	N/A	\$53.00 Night	N/A
Group Camping				
Owl Court Camp Group Area per night	\$390.00 Includes 10 vehicles			
Owl Court Camp Group Area – Reservation Fee	\$100.00			
Trout Camp Group Area per night	\$390.00 Includes 10 vehicles			
Trout Camp Group Area – Reservation Fee	\$100.00			
Pollywog Camp Group Area per night	\$195.00 Includes 5 vehicles			
Pollywog Camp Group – Reservation Fee	\$50.00			
Picnic Area Reservation	\$175.00			
Recreational Vehicle Storage				
Back in storage sites up to 32 feet	\$126.00 \$63.00 after the 15 th of the month			
Pull thru storage sites up to 45 feet	\$150.00 \$75.00 after the 15 th of the month			
Canoe / Kayak storage racks	\$20.00			
Impound fee	\$60.00			

**CASITAS MUNICIPAL WATER DISTRICT
Recreation Committee Memo**

DATE: March 4, 2022

TO: Recreation Committee

FROM: Michael Flood, General Manager

SUBJECT: Commercial Activity Permit and Agreement Fee

RECOMMENDATION

The Committee forward this item to the Board of Directors for consideration.

BACKGROUND

A Commercial Activity Permit and Agreement is a permit issued to a person or company who wishes to conduct business on Lake Casitas Recreation Area (LCRA) property. LCRA has a long standing policy of issuing Commercial Activity Permits at no cost to the person or company it is issued to. The Permit outlines the rules and regulations while on LCRA property. LCRA only requires the appropriate insurance policy be submitted prior to the Permit and Agreement being issued. The Permit is valid for one year before renewal is required.

Traditionally Permits have been issued for businesses such as Fishing Guides, Trailer rentals, Bounce house vendors and non-emergency RV repair. Emergency repair / retrieval such as a tow truck to remove a stranded vehicle from the LCRA does not require such a Permit.

Permits provide no exclusivity and can be issued to any company or person wanting to conduct lawful business that is a benefit to the LCRA and its visitors.

Companies conducting work for and at the request of the Casitas Municipal Water District are exempt from this permit process.

DISCUSSION

During the 2020/21 season approximately 20 companies were issued Permits to conduct business in the LCRA and although no revenue is collected it does require staff time to prepare and retrieve all related information for the Permit and Agreement.

Staff recognizes the need and desire of companies and individuals who want to conduct lawful business that benefit the LCRA and its visitors. Staff also recognizes the need to process, approve, manage and enforce all provisions of any permits issued.

Staff recommends an annual fee of \$500.00 be paid by each company or person at the time a Permit is issued. Permits will run from July 1 to June 30 of each Casitas MWD fiscal year and there will be no prorating of permit fee. The current agreement will be modified to note the addition of a fee.

**CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA
COMMERCIAL ACTIVITY PERMIT AND AGREEMENT**

THIS PERMIT is made and entered into by and between **CASITAS MUNICIPAL WATER DISTRICT**, called herein "Casitas", and **XXXXX, DBA XXXXX**, called herein "Company".

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1 Description

(a) Casitas hereby grants to Company and its employees, agents, contractors and suppliers (only as listed on Exhibit A attached hereto which shall be updated as changes occur), permission to enter upon and use the property located at 11311 Santa Ana Road, Ventura, California 93001 (herein called "**Property**"), in compliance with Casitas Municipal Water District Ordinance 10-01, Sections 5.2.5.5 and 5.8. Casitas acknowledges Company use of the public property for the purpose of XXXXX (herein called "**Activity**") for one year commencing on the date of the execution of this Agreement.

(b) Casitas will not make any additions or changes to its facilities and will provide its facilities for the Company on an as is basis. While Casitas will make every effort to provide its facilities for Company, Casitas shall have no liability to Company if Casitas' facilities become restricted or closed for reasons including, but not limited to, acts of God, terrorism, war or the inability to provide facilities if permitting agencies revoke permits or authorization to use facilities.

(c) Company agrees to utilize the Property as any regular customer, leave it in as good condition as when it was received, reasonable wear and tear from uses permitted herein excepted. Advertising or any other signs may not be placed on the Property.

(d) Company agrees to use reasonable care to prevent damage to Property, and will indemnify Casitas, and all other parties lawfully in possession of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Company's part in connection with the activity hereunder.

2. Fees

All applicable Public Use Fees will be charged to Company, customers/clients and visitors.

3. Commercial General Liability for the Activity.

(a) Coverage. Coverage for commercial general liability shall be at least as broad as the following:

- (1) Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).
- (2) Insurance Services Office Liquor Liability Coverage (Occurrence Form CG 0033).

(b) Limits. Company shall, during the course of this Activity, maintain general liability limits no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury property damage and personal injury. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activity/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Casitas) or the general aggregate limit shall be twice the required occurrence limit.

- (c) Required Provisions. The general liability policy is to contain, or be endorsed to contain the following provisions:
- (1) The United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers shall be named as additional insured (via ISO endorsement CG 2026 or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Company; products and completed operations of the Company; premises occupied or used by the Company. The coverage shall contain no special limitations on the scope of protection afforded to the Casitas, its directors, officers, employees, or authorized volunteers.
 - (2) For any claims related to this Activity, the Company's insurance shall state that coverage is primary as respects the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers, and any insurance, self insurance, or other coverage obtained or maintained by Casitas, its directors, officers, employees, or authorized volunteers shall be in excess of said primary coverage and not contributing.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers.
 - (4) The Company's insurance shall apply separately to the insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. Mail has been given to Casitas.
 - (6) Such liability insurance shall indemnify Company against loss from liability imposed by law upon, or assumed under contract by, Company for damages on account of such bodily injury (including death), property damage, and personal injury.
 - (7) The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, and blanket contractual liability.
- (d) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by Casitas. At the option of Casitas, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
- (e) Acceptability of Insurers. All of the insurance shall be provided on policy forms and through companies satisfactory to Casitas. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-VII or equivalent or as otherwise approved by Casitas.
- (f) Workers' Compensation & Employer's Liability Insurance. By signature on behalf of Company hereunder, the undersigned certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the Activity. The Company shall cover or insure under the applicable laws relating to workers' compensation insurance, all of the employees working on the Activity, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Company shall provide employer's liability insurance in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and disease. In the event Workers' Compensation & Employer's Liability Insurance does not apply to Company, Company shall execute a California Workers' Compensation Law Certificate of Exemption.
- (g) Evidences of Insurance. Prior to commencement of Activity, Company shall file with Casitas a Certificate of Insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include a copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include (c) Required Provisions (1) through (7) above.

(h) The Company shall, upon demand of Casitas, deliver to Casitas such policy or policies of insurance. Failure to provide the required insurance coverage will result in the loss of the use of the property. Company shall provide increased limits of insurance if required of Casitas by Casitas' insurer at no cost or liability to Casitas.

4. Indemnification for Activity. To the fullest extent permitted by law, Company shall indemnify and hold harmless and defend the United States of America (Bureau of Reclamation), Casitas, its directors, officers, employees, or authorized volunteers, and each of them from and against:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including the United States of America (Bureau of Reclamation), Casitas and/or Company, or any directors, officers, employees, or authorized volunteers of Casitas or Company, and damages to or destruction of property of any person, including but not limited to, the United States of America (Bureau of Reclamation), Casitas and/or Company and their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the Activity to be performed under this Agreement, however caused, regardless of any negligence of the United States of America (Bureau of Reclamation), Casitas or its directors, officers, employees, or authorized volunteers.

(b) Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Company.

(c) Any and all losses, expenses, damages (including damages to the work itself), and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Company or to faithfully perform all of its obligations under the contract. Such costs, expenses, and damages shall include all costs incurred by the indemnified parties in any lawsuits to which they are a party.

(d) Company shall defend, at Company's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Casitas or Casitas' directors, officers, employees, or authorized volunteers.

(e) Company shall pay and satisfy any judgment, award or decree that may be rendered against Casitas or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding.

(f) Company shall reimburse Casitas and its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

(g) Company agrees to carry insurance for this purpose as set out in the specifications. Company's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the United States of America (Bureau of Reclamation), Casitas, or its directors, officers, employees, or authorized volunteers.

5. Quality of Equipment and Services. Service to the public of a high quality and at reasonable charges is of prime concern to Casitas and is considered a part of the consideration for this Agreement. Therefore, Company agrees to operate and manage the equipment and services offered in a first-class manner and comparable to other first-class facilities providing similar activities and services during the term of this Agreement. Company shall provide equipment of a high quality and shall maintain a high standard of service at least equal to that of other businesses in Ventura County and/or adjacent communities and to those prevailing in such areas for similar products and services, and without discrimination. Company shall immediately remove or withdraw any equipment or services which may be found objectionable to the Park Services Manager, following receipt of notification therefor based on findings that the provision of such equipment or services is harmful to the public welfare.

6. Compliance with Rules and Regulations. The Company hereby certifies that its representative has read and will comply with the Park rules, regulations, laws, etc. governing the Lake Casitas Recreation Area and will be

responsible for the activities and conduct of all people whose activities and conduct are a result of the Activity or arise out of the Activity. Company shall enforce the applicable Park rules and regulations in the Recreation Area. Failure to do so may result in forfeiture of this Commercial Activity Permit. Any person or persons violating any Park rules or laws may be subject to citation and/or eviction from the Park at Casitas' sole discretion. Company must comply with Casitas' decision and, if necessary, assist Park Staff in the removal of any such person or persons.

7. **Permits and Notifications for Activity**

(a) Company shall notify and make all necessary arrangements, as applicable, with federal, state and local public agencies, including, but not limited to, the United States Bureau of Reclamation, California Department of Fish and Game, Ventura County Sheriff's Office, California Highway Patrol, Ventura County Health Department and the Ventura County Fire Department.

(b) In the event any federal, state or local public agency does not require specific permits to be issued for the activities covered by this Agreement, Company shall follow all rules and regulations governing the activities as if permits had been issued by these agencies.

8. **Taxes and Assessments.** A taxable possessory interest may be created by this use and Company may be subject to the payment of property taxes levied on such interest. Company shall pay before delinquent any and all taxes and assessments levied against Company by reason of Company's use and occupancy of the Recreation Area.

9. **Publicity.** Company hereby agrees that Casitas may utilize any publicity generated for, or because of the Activity for the mutual and/or separate benefit of Company and/or Casitas at no cost to Casitas. Company agrees that the words "Lake Casitas Recreation Area" shall be used in all promotional materials, including electronic and printed.

10. **Discrimination.** Company agrees that during the use of Casitas Municipal Water District's Recreation Area facilities, no qualified person shall be prevented from participating or denied the benefits of, or otherwise be subjected to, discrimination because of the person's race, color, national origin, age or handicap.

11. **Title VI Compliance.** Company hereby acknowledges that as a subrecipient of federal funds, Casitas Municipal Water District's Recreation Area cannot discriminate against anyone on the basis of race, color, national origin, age or handicap in the provision of its services to the public. Anyone who believes that he/she has been subjected to discrimination can file a complaint either with the Casitas Municipal Water District's Recreation Area, 1055 Ventura Avenue, Oak View, CA 93022, or the Office for Equal Opportunity, U.S. Department of the Interior, Washington, D.C. 20240.

12. **Law & Jurisdiction Governing.** This Agreement is being delivered and shall be deemed entered into in the State of California and shall be governed by and construed according to the laws of such state. Any dispute, claim or controversy between the parties shall be arbitrated and/or litigated in Ventura County, California. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

13. **Entire Agreement.**

(a) This document constitutes the entire Permit Agreement between Casitas and Company for the use granted at the Lake Casitas Recreation Area for the Activity.

(b) This document may be modified only by further written agreement between the parties hereto. Any such modification shall not be effective unless and until executed by Company and in the case of Casitas, except as otherwise specifically authorized herein, until approved and executed by Casitas' Park Services Manager.

14. **Inquiries.** Please direct all inquiries regarding this Agreement to:

XXXX, Park Services Officer
11311 Santa Ana Road, Ventura, CA 93001
(805) 649-2233, ext. 113

15. **Representatives.** The representatives of the parties to this Agreement are those set forth below:

Company: CMWD: Joe Martinez, Park Services Manager
Lake Casitas Recreation Area
11311 Santa Ana Road
Ventura, CA 93001
Tel: (805) 649-2233, ext. 111

IN WITNESS WHEREOF the parties hereto have executed this Agreement this ____ day of _____, 2022

“COMPANY”

By: _____
Title: _____

**“CASITAS”
CASITAS MUNICIPAL WATER DISTRICT**

By: _____
Joe Martinez, Park Services Manager
Business Address: 11311 Santa Ana Road
Ventura, CA 93001
Telephone: (805)-649-2233, Ext. 111

**CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA**

DATE: February 28, 2022
 TO: Michael Flood, General Manager
 FROM: Joe Martinez III, Park Services Manager
 SUBJECT: Recreation Area Monthly Report for January 2022

Visitation Numbers

The following is a comparison of visitations for Jan 2022

	Jan 2022	Jan 2021	Dec 2022
Visitor Days	35,804	37,024	27,904
Camps	2,983	*784	3,482
Cars	8,951	9,256	6,976
Boats	132	215	45
Kayaks & Canoes	0	8	0

Visitor Day Totals for Fiscal Year through Nov 2021	
2020/2021	401,817
2021/2022	529,669
%Change	27.451%

*Covid-19 Pandemic closure

The formulas for calculating the above attendance figures derived from the daily cash reports are as follows:

Visitor Days = Daily vehicles + 30 minute passes X 3 + café passes + attendance at special events + annual vehicle decals + replacement decals + campsites occupied + extra vehicles X 4

Camps = Campsites occupied + extra vehicles

Cars = Daily vehicles + 30 minute passes X 3 + café passes + attendance at special events + annual vehicle decals + replacement decals + campsites occupied + extra vehicles

Boats = Daily boats + overnight boats + annual decals + replacement decals

Kayaks & Canoes = Daily kayaks and canoes + overnight kayaks and canoes + annual kayaks and canoes

In January 2022, The Lake Casitas Recreation Area was opened at a 100% for all camping. High touch areas such as restrooms, showers and Chemical toilets, continued to be cleaned daily. LCRA staff continue to follow District guidelines by wearing mask and maintaining distance when dealing with the public.

The American Bass Association (ABA), rescheduled their January tournament for October of 2022, and the monthly night fishing from the shoreline was held on the weekend of the 14th.

There were 348 vessels retagged for reentry, 24 vessel inspections with 16 vessels passing, 6 failures and 2 no shows. The total number of vessels tagged for the calendar year of 2021 was 7,115 and 195 vessels were inspected.

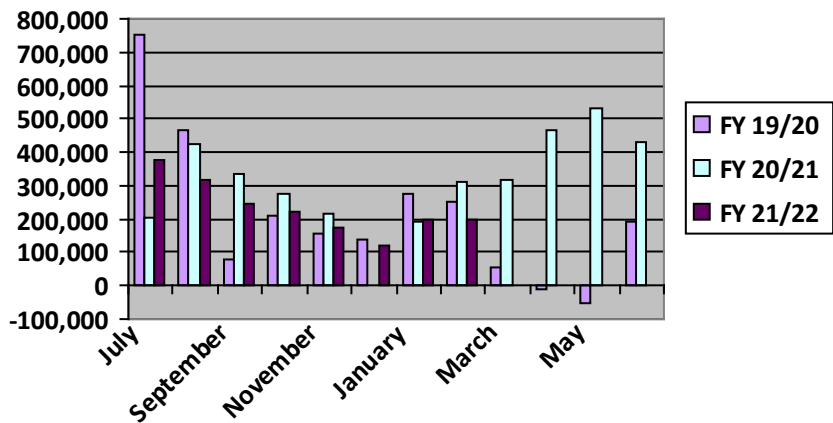
Maintenance completed restroom painting and repairs in campground Angler, and nearing completion of the Jay showers sewer and drainage lines. The Main roadway between Coyote and Campground Hawk was ground and prepped for 50,000 sf of new asphalt as part of the Assistance Agreement with the United States Bureau of Reclamation.



The Casitas Water Adventure staff have begun classes with the prepective lifeguards, and continue recruit for the upcoming season. There are challenges for recruiting due to restrictions on school campus' restricting access due to COVID guidelines. The CWA is scheduled to open in May 2022.

Revenue Reporting

Fiscal year's total figures are reported when made available for the respective months (operations, concessions, Casitas Water Adventure, etc.) per the District's Financial Summary, generated by the Chief Financial Officer.



*LCRA was 100% closed April, and May of 2020 due to the Pandemic COVID-19